

**PARTIAL SERVICE AREA AGREEMENT**

THIS AGREEMENT, made and entered into as of the 13th day of November, 2006, by and between MENARD ELECTRIC COOPERATIVE (hereinafter referred to as "MEC") and CENTRAL ILLINOIS PUBLIC SERVICE COMPANY d/b/a AmerenCIPS (hereinafter referred to as "AmerenCIPS"), (hereinafter referred to collectively as the "Parties"),

WITNESSETH:

WHEREAS, MEC and AmerenCIPS are both electric suppliers, as defined by the Electric Supplier Act of the State of Illinois, 220 ILCS 30/1 et seq., approved July 2, 1965, as amended (hereinafter referred to as "ESA"); and

WHEREAS, the parties desire to reach agreement with regard to the rights MEC shall have to provide electric service to an existing barn and any future residence owned by David Hedrick near Athens, located in the East Three-Fourths of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter and the West One-Fourth of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, Section 34, Township 18 North, Range 6 West, Menard County, Illinois (the "premises"), the location and premises being more particularly identified on the attached maps marked as Appendix A and incorporated herein by reference (the "Customer"); and

WHEREAS, pursuant to Section 6 of the ESA, the parties hereto desire to enter into a Partial Service Area Agreement defining and delineating the electric service each shall be entitled to deliver to the customer;

NOW THEREFORE, MEC and AmerenCIPS agree as follows:

1. In consideration of Twenty-two Hundred Fifty Dollars (\$2,250.00), payable by MEC to AmerenCIPS, the receipt of which is hereby acknowledged by AmerenCIPS, AmerenCIPS releases to MEC the right to provide single phase, 400 amp, 240 volt service to an existing barn, any future residence and associated outbuildings (e.g., detached garages, sheds and barns) owned by the Customer at 14924 A Kent Street, Athens, Illinois and located in the East Three-Fourths of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter

and the West One-Fourth of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter Southwest Quarter, Section 34, Township 18 North, Range 6 West, Menard County, Illinois. MEC agrees to provide electric service to the Customer and to limit service to the Customer at the premises to single phase, 400 amp, 240 volt service to the existing barn, any future residence and associated outbuildings on the premises. The customer has agreed to reimburse MEC for the consideration paid by MEC to AmerenCIPS.

2. In the event the Customer, or a successor or assign of the Customer, requests additional or greater magnitude of electric service to the premises owned by the Customer, or to serve additional or other types of customers on the premises, AmerenCIPS retains the right to furnish such service, and MEC agrees to any necessary removal of facilities incident thereto.

3. In order to define and delineate the territory near Athens, Illinois owned by the Customer in which MEC shall be the electric supplier pursuant to this Agreement, the parties attach maps, designated as Appendix A, which are incorporated herein by reference.

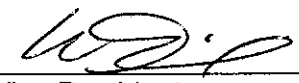
4. The parties will jointly submit this Agreement to the Illinois Commerce Commission for approval. The Partial Service Area Agreement shall not become effective until it has been approved by final order of the Commission. In the event the Commission rejects the Agreement, MEC will disconnect service and return Customer to AmerenCIPS, unless the parties can agree to a mutually acceptable arrangement subject to Commission approval.

IN WITNESS WHEREOF, the parties hereto have caused this Partial Service Area Agreement to be executed in their respective corporate names by their duly authorized officers as of the day and year first above written.

MENARD ELECTRIC COOPERATIVE

By:   
Its: General Manager

CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY d/b/a AMERENCIPS

By:   
Its: Vice President  
Regional Operations  
Ameren Services Company

State of Illinois )  
County of Sangamon )ss

I, **Lynn Frasco**, as General Manager of Menard Electric Cooperative, have read the foregoing Partial Service Area Agreement filed in the above cause, know the content thereof and know the same is true to the best of my knowledge, information and belief, and I affirm that I am a duly authorized officer of Menard Electric Cooperative with authority to execute Partial Service Area Agreement on behalf of Menard Electric Cooperative.

  
LYNN FRASCO

Subscribed and sworn to before me this 2nd day of November, 2006.



  
Notary Public

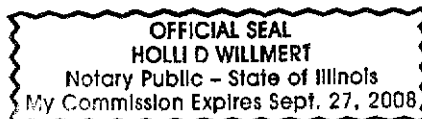
State of Illinois )  
County of \_\_\_\_\_ )ss

I, **William J. Prebil**, as Vice-President of Regional Operations of Ameren Services, have read the foregoing Partial Service Area Agreement filed in the above cause, know the content thereof and know the same is true to the best of my knowledge, information and belief, and I affirm that I am a duly authorized representative or officer of AmerenCIPS with authority to execute Partial Service Area Agreement on behalf of AmerenCIPS.

  
WILLIAM J. PREBIL

Subscribed and sworn to before me this 13<sup>th</sup> day of November, 2006.

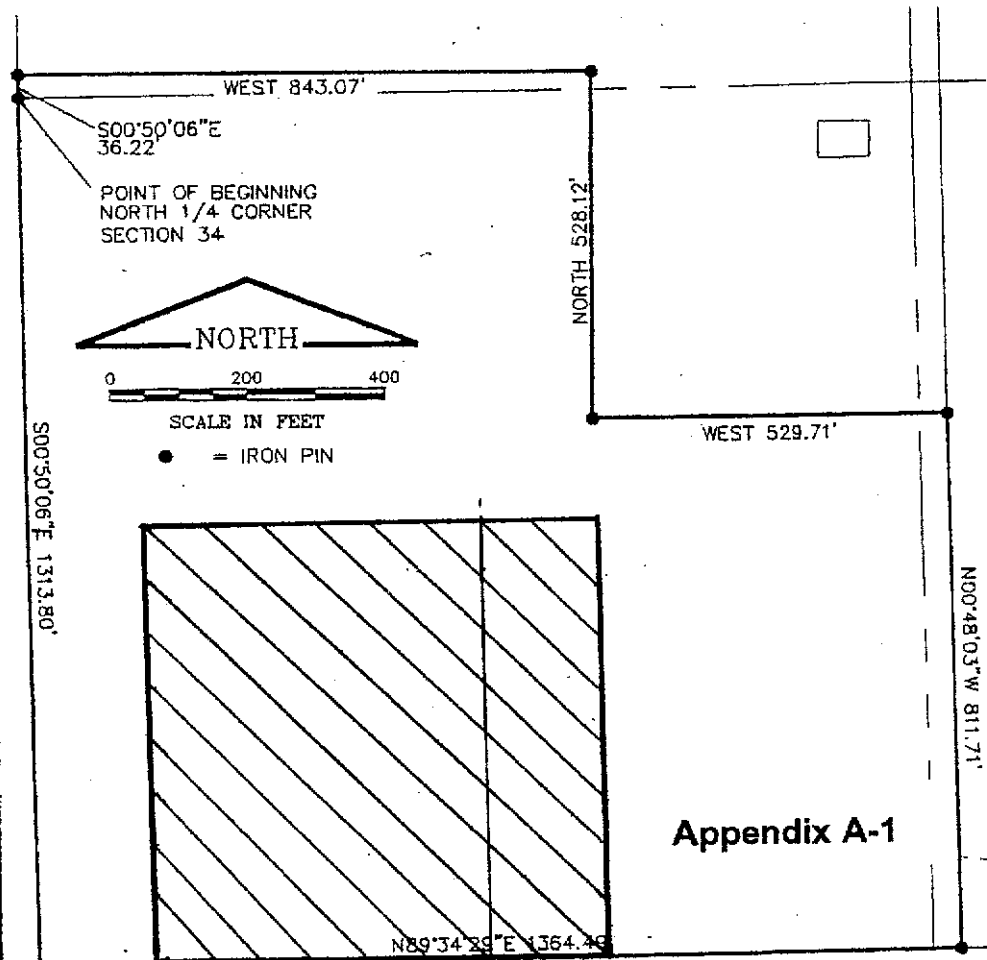
  
Notary Public



**John W. Garrison, Jr.**  
Professional Land Surveyor  
2606 South Fourth Street  
Springfield, IL 62703  
(217) 626-7226

**PLAT OF SURVEY**

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MENARD COUNTY, ILLINOIS AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE QUARTER CORNER BETWEEN SECTION 27 AND SECTION 34; THENCE SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST 1313.80 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 34 MINUTES 29 SECONDS EAST 1364.49 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES 48 MINUTES 03 SECONDS WEST 811.71 FEET TO AN IRON PIN; THENCE WEST 529.71 FEET TO AN IRON PIN; THENCE NORTH 528.12 FEET TO AN IRON PIN; THENCE WEST 843.07 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST 36.22 FEET TO THE POINT OF BEGINNING, CONTAINING 35.76 ACRES, MORE OR LESS.



I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT CORRECTLY REPRESENTS THE RESULTS OF A LAND SURVEY MADE UNDER MY DIRECTION.

*John W. Garrison, Jr.*  
PROFESSIONAL LAND SURVEYOR NO. 1564  
02/04/99

DATE PROJECT 98041-3A

See Utility  
219-786-6023 More

Stack Span

Soft Maple needs cut down & removed

All underground will be  
in customer installed conduit

Grass

Grass

Timber

Pond

Grass

Grass

Timber

Timber

Timber

Timber

Timber

Timber

## Appendix A-2